



## Florida Department of Transportation

**RICK SCOTT**  
**GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.**  
**SECRETARY**

June 8, 2011

Monica Gourdine  
Program Operations Engineer  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

Re: Office of Design, Specifications  
Section **009**  
Proposed Specification: **0090501SLLS Measurement and Payment.**

Dear Ms. Gourdine:

We are submitting, for your approval, two copies of the above referenced Special Provision.

These changes were proposed by Alan Autry of the State Construction Office to add language requiring the Contractor to submit and obtain approval of a Schedule of Values for Streamline Lump Sum Projects within 21 days after the contract award or at the preconstruction conference, whichever is earlier.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to SP965RP or rudy.powell@dot.state.fl.us.

If you have any questions relating to this specification change, please call Rudy Powell, State Specifications Engineer at 414-4280.

Sincerely,

Signature on file

Rudy Powell, Jr., P.E.  
State Specifications Engineer

RP/dt

Attachment

cc: Gregory Jones, Chief Civil Litigation  
Florida Transportation Builders' Assoc.  
State Construction Engineer

0090501SLLS  
All Projects less than \$2,000,000 and  
less than 2,000 tons of asphalt,  
Streamline Lump Sum.  
Do not use with SP0090103SL.

## **MEASUREMENT AND PAYMENT.**

(REV ~~11-18-10345-14282-11~~)

SUBARTICLE 9-5.1 (Pages 100 and 101) is deleted and the following substituted:

**9-5.1 General:** The Engineer will make partial payments based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Department will base the amount of such payments on certified monthly invoices submitted by the Contractor for progress payments each month, less any retainage withheld. ~~The Contractor must make a request for payment no later than 12 O'clock noon, Monday, after the estimate cut off date or as directed by the Engineer, based on the amount of work done or completed. The invoice shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date, and the time period that the invoice represents.~~

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final invoice.

SECTION 9 (Pages 95 - 106) is expanded by the following new Article:

### **9-11 Submittals.**

**9-11.1 Submittal Instructions:** *The Contractor will prepare and certify a monthly invoice for each project in the Contract. Submit the invoice to the Engineer. The Engineer will not pay for any item of work until the invoice is approved.*

**9-11.2 Schedule of Values:** *Within 21 calendar days after contract award or at the preconstruction conference, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. Assign the schedule of values to the scheduled work activities in the project schedule with the total being the lump sum contract amount.*

*The schedule of values will be the basis for determining monthly payments. Quantities will be compared with the project schedule to determine the*

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*percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted.*

**9-11.3 Contractor's Invoice:** *The Contractor must make a request for payment by submitting a certified monthly invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice must consist of the following:*

*(a) Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.*

*(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.*

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**MEASUREMENT AND PAYMENT.**  
**(REV 5-2-11)**

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**9-5.1 General:** The Engineer will make partial payments based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Department will base the amount of such payments on certified monthly invoices submitted by the Contractor for progress payments each month, less any retainage withheld.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

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**9-11.1 Submittal Instructions:** The Contractor will prepare and certify a monthly invoice for each project in the Contract. Submit the invoice to the Engineer. The Engineer will not pay for any item of work until the invoice is approved.

**9-11.2 Schedule of Values:** Within 21 calendar days after contract award or at the preconstruction conference, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. Assign the schedule of values to the scheduled work activities in the project schedule with the total being the lump sum contract amount.

The schedule of values will be the basis for determining monthly payments. Quantities will be compared with the project schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted.

**9-11.3 Contractor's Invoice:** The Contractor must make a request for payment by submitting a certified monthly invoice, no later than 12 O'clock noon, Monday, after

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(a) Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.